

**AG-0355-S-13-0041**  
**Custer National Forest**  
**Archaeological Data Recovery**

Issued: **September 18, 2013**

This solicitation is issued as a Request for Quotation (RFQ).

The solicitation and incorporated provisions and clauses are those in effect through the most current Federal Acquisition Circular FAC 2005-66.

The applicable North American Industry Classification (NAICS) is **541720** (Archeological Research and Development Services): Size Standard is \$7.0 Million

**This is 100% small business set-aside.**

**General Information**

The intent of this solicitation is to obtain quotes for conducting data recovery at an archaeological site. See attachments for complete description.

**Provide quote by:** 10:00 AM, Mountain Standard Time on **September 27, 2013.**

**DOCUMENTS TO RETURN:**

The following documents shall be submitted by the offeror for evaluation to be considered responsive:

1. Schedule of Items
2. Completed provisions FAR and AGAR.
3. Experience Questionnaire
4. List of Qualifications – see page 11
5. Maximum 1 page Proposal Document, explaining the companies plan of action of accomplishing work.

**Send quote to:** Forest Service, East Side Acquisition Team (ESAT)  
Attn: Alisha Knaub  
415 South Front Street  
Townsend, MT 59644

E-mail to: **aknaub@fs.fed.us** or fax to (406)266-5484.

For solicitation questions call Alisha Knaub at (406)495-3860.

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**Offers shall include:**

COMPANY NAME: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

**Quote Details:**

ITEM NO.	DESCRIPTION	METHOD of MEAS.	PAY UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	Archaeological Data Recovery	AQ	Per Site	1	\$ _____	\$ _____
TOTAL PRICE:					\$ _____	

<b>DESIGNATED METHOD OF MEASUREMENT</b>
AQ = Actual Quantity

**PROJECT DESCRIPTION AND LOCATION**

**Archaeological Data Recovery For Site 24CB2201**

**Introduction**

The Custer and Gallatin National Forests propose to conduct data recovery for site 24CB2201 to mitigate the adverse effects caused by the installation of a cattle guard within the site boundary. The site is considered eligible for nomination to the National Register of Historic Places (NRHP).

Site 24CB2201 is located on Forest Road 2308 approximately one mile south from the junction with Pryor Mountain Road #2308 in the Pryor Mountain Unit of the Beartooth Ranger District. The site is situated on a bench overlooking several unnamed seasonal drainages that flow east into Dry Head Creek and is bisected by the road. Over 60 lithic artifacts are visible in the road bed, in livestock disturbed areas, and in numerous rodent mounds along both sides of the road. Lithic material types include a wide variety of cherts, chalcedony, fine-grained quartzite, porcellanite and obsidian. Formal tools observed include a chert awl, bifaces, preforms, unifacial scrapers, and numerous small internal percussion flakes. The site boundary is tentative and estimated to be at least 240 x 500 meters.

The archaeological component of the site is potentially eligible to the National Register of Historic Places under criterion D for its potential to yield scientific information pertinent to understanding human land use and prehistory of the Pryor Mountains. Specifically, 24CB2201 has the potential to provide information about prehistoric use of the Pryor Mountains during the Early Plains Archaic, a poorly understood period on the Northwestern Plains due to a lack of material in proper context (see Frison 1991: 88). Oxbow projectile points are described as widespread but not overly common across Northern Montana and the Oxbow Phase is thought to begin about 5500 BP and extends to at least 4500 BP. (Deaver and Deaver 1988: 87).

The July 2011 damage to archaeological site 24CB2201 occurred where the cattle guard was installed. The area of disturbance is estimated at 34 square meters (366.0 square feet). The data recovery described here is based on key research questions related to: 1) human adaptations and subsistence; 2) paleoenvironmental

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reconstruction; 3) cultural interactions; and 4), cultural process and change over time. These broad research issues would be addressed through stratigraphic analyses and study of lithic and other artifacts (e.g., procurement, technology) and cultural features (e.g., processing activities) contained within the site deposits and recovered through scientific excavation.

**Statement of Work**

Fieldwork and laboratory analyses will follow standard professional field and analytical procedures. These must be adequate in nature and extent to respond to the research issues outlined above and this Statement of Work.

Data Recovery and Collection

The site data recovery and evaluation must provide information capable of defining the site boundary, content and research potential, and an evaluation of potential eligibility to the National Register of Historic Places.

The total disturbance area from the cattle guard installation within the site equates to 34 square meters. Thirteen cubic meters (464.0 cubic feet) were excavated outside of the existing roadbed and presumably within intact portions of the site. Twelve cubic meters excavated to sterile levels would allow for a footprint that would approximate the damaged area as well as provide additional information on the extent of site deposition.

Placement of units will be as identified in consultation with the Contracting Officer or COTR. Minor modifications to Statement of Work may be made only upon consultation with the Contracting Officer or COTR to cope with unforeseen discoveries or unexpected circumstances.

Standard archaeological excavation and recovery methods would be used, including water-screening of fine grained sediment, as appropriate. The size and distribution of block excavations should be flexible based on what is found as the work proceeds. Standard methods would also include the analysis of radiocarbon, lithic tool residue and sourcing, and soil samples as appropriate.

In addition, shovel testing is to be conducted in an effort to determine site extent horizontally and well as vertically. Provenance will be kept in terms of shovel probes of a minimum one-half meter diameter, or one-half meter square units for horizontal control. Vertical control will follow arbitrary 10-centimeter levels unless cultural stratigraphy is encountered, after which the cultural stratification will be followed. However, should the stratified levels exceed 10 centimeters in depth, the contractor shall again employ arbitrary 10-centimeter levels.

All units shall be excavated to culturally sterile soils, unless the artifact count is consistently so low as to preclude recovery of meaningful data (e.g. consistent very low counts of minor flaking debris) for temporal and environmental analysis. Standard excavation units may be excavated in half-unit levels to confirm continued low levels of recovery once low-level or below-threshold recovery is apparent.

All excavated soils shall be screened through 3mm-1/8" hardware mesh. Soils may be screened exclusively through six-millimeter mesh after sufficient excavation has occurred to demonstrate absence of a small fraction. All excavated units, and shovel or auger probes will be mapped by instrument to established survey stations or other reliable, replicable datums.

The Contractor is responsible for all excavations. The Contractor shall obtain the appropriate excavation permits from the State Historic Preservation Office and the USDA Forest Service, Custer N.F. All excavations shall be backfilled, compacted, and left with the surface conforming to the original topography. Should significant settling occur, the Contractor is responsible for re-contouring.

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Data will be recorded to the following standards:

1. Instrument map from a permanent datum the locations of test units and other landmarks, including the road and cattle guard within the general area of 24CB2011.
2. Draw measured profiles and photo-document each unit. Stratigraphic profiles should be completed for at least two perpendicular walls.
3. Hand excavate a minimum of 12 cubic meters using a configuration determined at the on-site meeting; e.g., 1m x 1m, 1m x 2m, or 2m x 2m.
4. Collect a 20 cm block soil sample of from each 10 cm level for recovery of botanical, faunal, and lithic materials.
5. Collect and submit radiocarbon samples where applicable to directly date cultural deposits, or to provide bracketing dates for strata separating occupation zones. If charcoal samples are expected to be collected from flotation samples, those samples should not be pre-treated with a deflocculant (such as baking soda or detergent).
6. Photo document the project at appropriate intervals. Photos should be made of profiles, features, and in situ cultural materials. Photographs should include images of excavation units taken obliquely to show location on the landscape.
7. All features will be recorded and described in situ.
8. All recovered cultural materials must be labeled individually or by sample lot using site number, excavation unit, and excavation level designation. Provenance must be clearly labeled on all individual artifacts or lots.
9. Standardized level forms will be utilized to record location of each excavation unit, the unit's geomorphic context, artifact and sample inventories, photograph numbers, and plan views of level floors. Level forms will be completed as the level is excavated.
10. A field specimen log will be keyed to labeled artifacts. The log will include all collected artifacts (individual and sample lots) and will be provided as part of the permanent site records.

Laboratory Analysis of Cultural Material

Analysis of the cultural material and field data will be designed to address current and relevant research questions and issues for the area and region in the final report. Laboratory analysis of all or any subset of materials may be completed at any qualified and reputable laboratory.

A. Tools and debitage. Analytical techniques should be designed to efficiently and reliably define classes of tools and debitage relating to identified stages in lithic reduction strategies. The lithic analyses will include the following:

1. Debitage shall be tabulated by shovel probe or test unit and level to document the spatial distribution of cultural material.
2. Debitage shall be tabulated by raw material type (e.g. CCS, obsidian) by numerical count and percentage within the overall assemblage.
3. During this tabulation process, debitage will be sorted to collect any small formal tools, or fragments thereof, not collected during in-field screening. These will then be included in the analysis of formal tools.
4. Debitage shall be tabulated by technological class following a technology-based typology. Classification of the debitage using only morphological criteria is not acceptable. All technologically diagnostic flakes shall be tabulated by flake number and percentage according to excavation unit and level. The classificatory attributes of each technological class shall be described in the text.
5. All formal tools shall be tabulated by unit and excavation level as with the debitage above. They shall be analyzed and described in detail as a class with a particular reference to their associations

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or lack of, with the lithic reduction sequences at the site. All formal tools shall be analyzed and described in terms of their production technology, morphology, breakage patterns and rejuvenation. Detailed typological cross-dating, artifact comparisons, and age estimates shall be completed where possible and applicable.

6. Based upon the above data, the lithic reduction technology and sequences at the areas excavated shall be discussed in the text of the report.
- B. Ancillary Analyses. Other analyses, including radiocarbon, obsidian sourcing and hydration, blood residue, micro-archaeological study of bulk sediments, and any other analyses are the responsibility of the Contractor. Artifacts or samples will be chosen for analysis at the discretion of the Contractor. Samples will be chosen in such a manner as to best answer the research issues appropriate for the region.
- C. Reports generated by subcontracting analyses to other laboratories will be appended to the final report. Results of all analyses will be discussed in the main text of the Contractor's report.

Collection Storage Requirements

All cultural material recovered from the site excavation and all associated field notes, mapping information, photographs and other documentation shall be prepared for storage consistent with the requirements of 36CFR79 and the Billings Curation Center. The Contractor is responsible for coordinating the final storage. All expenses associated with Storage are the responsibility of the Contractor. Storage of artifacts will be completed before final payment is made. The FS must be notified when the storage is complete; a letter from the BCC to the Contractor stating the storage process has been completed shall accompany the request for final payment.

Collections

1. Collections shall be labeled and cataloged using Billings Curation Center (BCC) catalog cards and shall be processed in accordance with *Packaging Requirements for Collections Submitted to the Billings Curation Center*.
2. All collections belong to the United States Government and will be delivered to the Billings Curation Center concurrent with submission of final data recovery report.

Final Report

The Principal Investigator is responsible for providing the FS with a review draft report and a final report. The draft report shall be due **one year** after completion of the fieldwork. The draft will be a near-final version of the final report.

The final report shall be submitted in accordance with the Performance Schedule. It shall include the results of the field excavation work and a description of all recovered cultural material. The final field report detailing the excavation, methodology, the results of fieldwork and analyses shall be prepared by the Principal Investigator. The format of the final field report shall comply with professional standards and guidelines established by the Montana State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP).

The final report must be adequate for submission to the Montana State Historic Preservation Office in accordance with the National Historic Preservation Act of 1966 and Title 36 CFR Chapter 800.

The report shall be typed and bound in a durable cover with an identifying label on the face. The report shall be printed on a minimum grade of 20-pound bond acid-free paper sized 8.5 x 11 inches. No page shall be greater than 11 x 17 inches. Foldout maps tables, or figures are acceptable. All pages shall be numbered, including

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figures, tables, charts, and appendices, and each important heading or report sub-section shall be shown in the Table of Contents. A copy of the final report shall be provided on **compact diskette** in Word format.

The final report shall include at a minimum the following:

A. Report Cover

1. Name of Project
2. Author
3. Name of Agency
4. Date of Report

B. Title Page

1. Name of Project
2. Author of Report
3. Name of Agency Date of Report
4. Contract Number

C. Abstract (250 word or less)

1. Location of site in its environmental contexts
2. Nature or content of the site deposits (debitage, bones, shell, features)
3. Estimated age of prehistoric occupation and use of the areas
4. Inferred site functions
5. How the significant data recovered from the areas has contributed to knowledge of the prehistory of the local area and region.

D. Table of Contents

E. List of Figures

F. List of Tables

G. Introduction

1. General location and description of areas and site.
2. General description and purpose of project
3. When and by whom project was completed

H. Environmental Overview

This section should be concise. A brief and general environmental overview is required but efforts should largely focus on the detailed environmental summary relating to general topographic and/or geomorphic setting, soil/sediments, soil formation processes, hydrology, vegetation, wildlife, specific type and amount of surface/subsurface disturbances (e.g. roads, construction, erosion) in site area, and any other features or situations germane to potential interpretation of the sites.

I. Archaeological, Ethnographic and Historic Background

This section should be concise and be primarily directed toward the local study area and the site under investigation. This section will include a concise but detailed summary of known historic, ethnographic and archaeological setting where the site is located.

J. Research and Excavation Methodology

1. Site excavation procedures
2. Analyses of site stratigraphy and sediments
3. Artifact analysis procedures
4. Any additional analyses undertaken

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**K. Results of Excavation and Analyses**

1. Stratigraphic analysis
2. Spatial analyses of artifacts
3. Lithic analyses
4. Formal artifacts recovered: technology, morphology, inferred age and function, breakage, refurbishment, reason for discard, et. al.
5. Site features and unique data recovered
6. Obsidian sourcing and hydration results
7. Radiocarbon dating
8. Faunal and floral analyses
9. Other analyses if undertaken (e.g. blood residue, photographic enhancement).
10. Summary of activities at the areas in terms of integrity of deposit, site formation and transformation processes affecting archaeological interpretation (e.g. road construction, bioturbation), environmental and site setting, site age, function, cultural affiliation, position within a settlement and trade network, comparisons with other local and regional sites and areas.

**L. Discussion**

1. The Contractor shall evaluate the research potential of the site in terms of potential eligibility to the National Register of Historic Places, criteria A-D (36 CFR 64) and Bulletin 38, Traditional Cultural Properties. Significance criteria shall be explicitly, rather than generally presented in demonstrated relevance to local and regional themes and research questions.
2. The Contractor shall present a discussion of the results from above as they pertain to regional prehistory and archaeology including the broad research themes outlined by the Montana SHPO (subsistence, settlement, technology, geochronology). Discussion should focus on the specific research questions as outlined, as well as the other archaeological sites within the Pryor Mountains and in regional context with southcentral Montana prehistory.

**M. Summary and Recommendations**

A synopsis of the overall project specifically describing the project a result, highlighting what was learned and future research problems and directions at similar sites. The contractor shall offer an analyses of the impact the placement of the cattle guard on archaeological deposits in primary context and concomitantly on the site eligibility to the National Register of Historic Places.

**N. References Cited**

**O. Figures**

1. All figures should be appropriately labeled as to individual site and pertinent information necessary to understand and read the figures. At a minimum, the following figures shall be included:
2. Project Area or Locator Map
3. Overview photographs of the site area
4. Photographs of site features and excavations
5. Site Area topographic map (e.g. USGS 7.5') showing the general location of the site within its local setting.
6. Site or area-specific contour map showing topography, prominent natural and man-made features, and the provenance of all excavation units.
7. Plan view drawings to scale, for all test unit floors which show cultural deposits, features, artifacts, or other indications of past occupation. All artifact and sample locations shown on the drawings should be keyed to collection catalogs.

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8. Stratigraphic profile maps
9. Drawings of any features encountered
10. Drawings of formal artifacts. Drawings to scale of all formal tools recovered, and/or digital photographs that clearly show size, shape, and flaking or other important characteristics.
11. A flow chart or diagram of the lithic reduction sequence if it can be determined through the analysis of the debitage sample.

**P. Tables**

All tables should be appropriately labeled as to individual site and pertinent information necessary to understand and read the tables. At a minimum, the following tables shall be included:

1. Tabulation of debitage by excavation unit and level
2. Tabulation of debitage and tool raw material types
3. Tabulation of technologically diagnostic debitage
4. Tabulation of formal tools by excavation unit and level
5. Tabulation of formal tools by material type, size, morphology, weight
6. and measurement.
7. Results of the obsidian XRF trace element analysis (chemical profiles)
8. Results of the obsidian hydration dating (measurements in microns)
9. Results of blood residue analysis
10. Results of the radiocarbon dating

**Q. Appendices**

1. Appendices will include any reports generated from subcontracting, any analyses or other aspect of the project.
2. Appendices may include tables, figures, drawings and photographs not included in the main body of the report.

**Photographs.**

Digital color prints are the recommended format. Submitted photographs will be labeled appropriately, and a catalog of the photographic materials is to be included. Submitted digital photographs will be transmitted in archivally stable storage media.

Photographs shall be digitally stored as image files on DVDs in a format which can be read by IBM compatible software; e.g., JPEG.

**Human Remains**

In the unlikely event that human remains are encountered during excavations or any other phase of the work, work in the vicinity of the discovery shall stop. The Contracting Officer, COTR, and Project Inspector shall immediately be notified. The FS will make appropriate contacts with Carbon County, the Montana SHPO, and appropriate American Indian tribal authorities. The Contractor will assist in any negotiations between tribal authorities and the FS if necessary.

**Collection Storage Requirements**

All cultural material recovered from the site excavation and all associated field notes, mapping information, photographs and other documentation shall be prepared for storage consistent with the requirements of 36CFR79 and the Billings Curation Center. The Contractor is responsible for coordinating the final storage. All expenses associated with Storage are the responsibility of the Contractor. Storage of artifacts will be completed before final payment is made. The FS must be notified when the storage is complete; a letter from the BCC to the Contractor stating the storage process has been completed shall accompany the request for final payment.



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1. Collections shall be labeled and cataloged using Billings Curation Center (BCC) catalog cards and shall be processed in accordance with Packaging Requirements for Collections Submitted to the Billings Curation Center.
2. All collections belong to the United States Government and will be delivered to the Billings Curation Center concurrent with submission of final data recovery report.
3. Copy of final report, all field notes, catalog cards, associated records, and recovered cultural material submitted pursuant to Packaging Requirements for Collections Submitted to the Bureau of Land Management's Billings Curation Center.

**Deliverables to the USFS**

Submitted to the Custer National Forest Service:

1. 4 paper copies of the report text with supporting graphics and appendices included.
2. 2 copies of text on DVDs, in format which can be read using IB compatible software.
3. 2 copies of digitized photographs, in format which can be read using IBM compatible software.

**Invoicing**

Invoicing of progress payments is suggested in 3 increments as follows:

1. Fieldwork (50% payment)  
Payment will be made upon acceptance of the fieldwork summary letter.
2. Draft Report (25% payment)  
Three (3) copies of the final report, in draft form, will be submitted to the Contracting Officer within XXX calendar days after the completion of the fieldwork. The FS will review and return the draft report within 30 calendar days after receipt. Payment will be made upon acceptance of the draft report.
3. Final Report (25% payment)  
A final data recovery report shall be submitted within 30 calendar days after return of the draft report. A letter from the BCC confirming receipt of recovered materials must be submitted before final payment is made.

**52.212-1, Instruction to Offerors-Commercial Items**, applies without addenda apply by reference. The FAR clauses and provisions can be accessed via Internet at [www.acquisition.gov/far](http://www.acquisition.gov/far).

**52.212-2 Evaluation - Commercial Items. (JAN 1999)** - Contract will be awarded to the responsive and responsible small business offering the best value to the Government considering price, past performance and experience in similar work.

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Feb 2012)**, applies without addenda apply by reference. The FAR clauses and provisions can be accessed via Internet at [www.acquisition.gov/far](http://www.acquisition.gov/far).

Offeror shall be registered in the System for Award Management (SAM) database and have completed the annual representations and certificates electronically via <https://www.sam.gov> to be eligible for award. If an

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offeror has not completed the annual representations and certifications electronically at this website, the offeror shall provide a complete copy of their representations and certifications at time of quote.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

\_\_\_\_ (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

\_\_\_\_ (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_\_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).

\_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_\_ (11) [Reserved]

**X** (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_\_ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4).)

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

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- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.  
\_\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.  
\_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).  
\_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).  
\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).  
\_\_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.  
\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

  X   (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

The Contractor represents that it ☒ is, ☐ is not a small business concern under NAICS Code 541720 assigned to contract number \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Contractor's Name

\_\_\_\_\_  
Contractor's Title

- \_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).  
\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).  
  X   (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).  
  X   (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2010) (E.O. 13126).  
  X   (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).  
  X   (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).  
\_\_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).  
  X   (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).  
\_\_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).  
\_\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
  X   (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)  
\_\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- \_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- X (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- \_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It Is Not A Wage Determination.*

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<b>Employee Class</b>	<b>Monetary Wage--Fringe Benefits</b>
08250 - General Forestry Laborer	\$12.94 + fringe benefits

Wage Determination No: **WD 1976-1342** (Rev.-48) was first posted on [www.wdol.gov](http://www.wdol.gov) on **06/28/2012** available at: <http://www.wdol.gov/>

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
  - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
  - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
  - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

**52.237-1 Site Visit. (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**INSPECTION AND ACCEPTANCE**

**52.246-1 Contractor Inspection Requirements. (APR 1984)**

**52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)**

**452.246-70 Inspection and Acceptance. (FEB 1988) -- Alternate I (FEB 1988)**

The Contracting Officer's duly authorized representative (COR) will inspect and accept the supplies and/or services to be provided under this contract. Inspection will be performed at: each government site listed on the Schedule of Items. Acceptance will be performed at: each government site listed on the Schedule of Items.

The Contractor is expected to maintain adequate quality control to ensure that the performed work meets requirements and standards set by this contract. The Government will inspect spray operations to verify compliance with requirements, standards and specifications.

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**DELIVERIES OR PERFORMANCE**

**52.242-15 Stop Work Order (AUG 1989)**

**52.242-17 Government Delay of Work. (APR 1984)**

**452.211-74 Period of Performance. (FEB 1988)**

Fieldwork is to commence by **October 1, 2013** or bidder may elect to defer any fieldwork until spring of 2014 (May) and will be completed within 60 calendar days. A summary letter report will be submitted within **30 days** of the completion of the fieldwork. This report will summarize the results of the fieldwork and the extent and nature of the cultural material recovered.

One copy of the draft report and one set of maps will be delivered **within one year** of the date of the contract award. Within **30 calendar days** after the receipt of the draft, the Contracting Officer and COR will meet with the Contractor to discuss the draft and any required changes or revisions. The final will be **due 30 days** after the draft review meeting.

**CONTRACT ADMINISTRATION DATA**

**452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. Project COR will coordinate the date, time and location of the post award conference.

**GOVERNMENT FURNISHED PROPERTY**

1. Copy of the 24CB2201 site form and damage assessment
2. Project and site location maps at 7.5' scale

**OTHER REQUIREMENTS**

**Noxious Weeds**

All equipment, material, and vehicles to be used in the performance of the contract shall be cleaned and inspected for noxious weeds/seeds prior to entrance onto Federal lands. Inspection times/locations will be coordinated at the post award conference.

**Camping**

Camping near or on the project site may or may not be allowed. It is the discretion of the district, where the project is located, to approve camping sites prior to moving in any equipment or supplies. Campsites and camping methods shall follow all applicable public camping provisions set forth by the Custer National Forest. Camping Information on these provisions may be obtained by telephoning the district where each the project is located. The Contractor must have written approval for camping.

Use of developed Forest Service campgrounds and other high use areas will not be allowed during the term of the contract.

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Camping under this contract may be limited to 14 days in some locations, and is subject to availability of a suitable site. The Contractor must get written approval from the Government to camp in one location longer than 14 days.

The Contractor shall comply with Forest Service and local fire and sanitary regulations; including, but not limited to: (1) clearing combustible material as directed by the Contracting Officer; (2) having a five gallon backpack pump with water and a shovel at the camp; (3) maintaining the camp in a neat and orderly condition. Inspections performed by the Government for the work required by this contract will include periodic inspections of approved campsites.

**Food Storage Order**

The Custer National Forest, Beartooth Ranger District special order #10-08-02-13 requires all attractants (feed, refuse or attractants) to be acceptably stored (either inside a hard sided vehicle or hung 10 feet high and 4 feet horizontal).

**AGENCY CLAUSES**

**452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants  
ALT 1 (FEB 2012)**

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 and 434.

**452.228-71 Insurance Coverage. (NOV 1996)**

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage



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or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**452.237-74 Key Personnel. (FEB 1988)**

(a) The Contractor shall assign to this contract the personnel listed below under qualifications of contractor.

(b) During the first ninety (15) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 5 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 5 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

**QUALIFICATIONS OF CONTRACTOR**

The Contractor will supply the Government the following information:

1. Name and resume of the Principal Investigator
2. Name and resume of the Field Director
3. Name of the Contractor's Representative
4. Numbers of Crew Persons

The Principal Investigator must possess a graduate level degree (M.A. or Ph.D. or equivalent) in anthropology or archaeology with a specialization in North American archaeology. The Principal Investigator must have at least 2 years supervisory experience in western states archaeology. The Contractor and Principal Investigator must have a demonstrated history of completing work in a timely manner. Crew must have at minimum an undergraduate degree in anthropology or archaeology or 2 years of undergraduate work (including archaeological field school) and two years experience in western states archaeology.

Specialized analyses will be performed or supervised by qualified and experienced individuals holding a graduate degree in a field of study germane to the type of analysis undertaken.

The low bidder shall submit vitae for the Principal Investigator and Field Director prior to contract award. A resume detailing company qualifications and the minimum qualifications of crew shall also be submitted prior to contract award.

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**List of Documents, Exhibits, and Other Attachments**

EXPERIENCE QUESTIONNAIRE

2 Pages

**PROVISIONS**

**452.209 – 70 Re-presentation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (Alternate 1 (FEB 2012))**

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) **The Offeror represents that –**

(1) The Offeror is [ ], is not [ ] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)(i) The Offeror has [ ], has not [ ] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [ ], has not [ ] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [ ], does not [ ] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.